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SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

August 31, 2011

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S W
Washington, D C 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Assignment of Lease, dated as of August 31, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement previously filed with the Board under Recordation Number 29547.

The names and addresses of the parties to the enclosed document are

Assignee	The CIT Group Equipment Financing, Inc 30 South Wacker Drive, Suite 2900 Chicago, IL 60606
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Assignor.	Greenbrier Leasing Company, LLC One Centerpointe Drive, Suite 200 Lake Oswego, OR 97035
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Chief, Section of Administration
August 31, 2011
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A description of the railroad equipment covered by the enclosed document
is

150 cover hopper railcars: AOKX 78000 - AOKX 78149

A short summary of the document to appear in the index is

Memorandum of Assignment of Lease

Also enclosed is a check in the amount of \$41 00 payable to the order of
the Surface Transportation Board covering the required recordation fee

Kindly return stamped copies of the enclosed document to the
undersigned

Very truly yours,

A handwritten signature in black ink, appearing to be 'E. M. Luria', with a stylized, flowing script.

Edward M. Luria

EML/sem
Enclosures

MEMORANDUM OF ASSIGNMENT OF LEASE
(Surface Transportation Board)

11/01/11 -3 30 PM

SURFACE TRANSPORTATION BOARD

THIS MEMORANDUM OF ASSIGNMENT OF LEASE dated as of August 31, 2011 (this "Memorandum") is between Greenbrier Leasing Company, LLC, an Oregon limited liability company ("Seller") and The CIT Group/Equipment Financing, Inc., a Delaware corporation ("Buyer")

The parties to this Memorandum hereby acknowledge and confirm the following:

A Seller, as lessor, has leased certain railroad cars more particularly described on Schedule I attached hereto (the "Equipment") pursuant to that certain Schedule No 1 dated as of March 1, 2010 (the "Schedule"), by and between Poet Nutrition, Inc., a South Dakota corporation ("Lessee") and Seller, incorporating the terms of the Lease Agreement dated as of March 1, 2010 (the "Master Agreement") by and between Lessee and Seller (the Schedule incorporating the terms of the Master Agreement, as it relates only to the Equipment, being hereinafter referred to as the "Lease")

B A Memorandum of Lease Agreement dated March 1, 2010, between Seller and Lessee was filed with the Surface Transportation Board on November 24, 2010, under Recordation Number 29547

C Buyer and Seller are parties to that certain Purchase and Sale Agreement dated August 31, 2011, and Assignment and Assumption Agreement dated August 31, 2011 pursuant to which Seller has agreed to sell to Buyer the Equipment and to assign and transfer to Buyer all of Seller's right, title and interest under the Lease, and Buyer has agreed to purchase the Equipment and agreed to the assignment.

D The parties hereto wish to show for public record this Memorandum and accordingly have caused this Memorandum to be executed by their officers thereunto duly authorized, as of the date first above written. This Memorandum may be executed in counterparts, each such counterpart shall be binding on both parties hereto, notwithstanding that both parties are not signatories to the same counterpart.

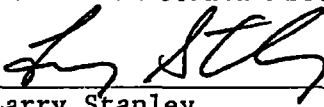
[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Assignment of Lease to be executed by their duly authorized representatives as of the date first written above

I certify that I hold the title set forth below, that this instrument was signed on behalf of Greenbrier Leasing Company LLC by authority of its manager and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Greenbrier Leasing Company LLC I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct

SELLER

GREENBRIER LEASING COMPANY LLC

By: 
Name Larry Stanley
Title: Senior Vice President

I certify that I hold the title set forth below, that this instrument was signed on behalf of The CIT Group/Equipment Financing, Inc. by authority of its board of directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of The CIT Group/Equipment Financing, Inc. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

PURCHASER

THE CIT GROUP/EQUIPMENT FINANCING, INC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Assignment of Lease to be executed by their duly authorized representatives as of the date first written above.

I certify that I hold the title set forth below, that this instrument was signed on behalf of Greenbrier Leasing Company LLC by authority of its manager and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Greenbrier Leasing Company LLC. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

SELLER:

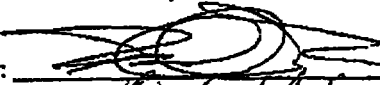
GREENBRIER LEASING COMPANY LLC

By: _____
Name: _____
Title: _____

I certify that I hold the title set forth below, that this instrument was signed on behalf of The CIT Group/Equipment Financing, Inc. by authority of its board of directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of The CIT Group/Equipment Financing, Inc. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

PURCHASER:

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By:  _____
Name: Richard H. Kousi
Title: President

SCHEDULE 1

<u># Cars</u>	<u>Description</u>	<u>Reporting Marks</u>
150	One hundred fifty (150) newly built, 6,580 cubic foot capacity, through-sill covered hopper railcars with one (1) 30-inch by 59-foot 4-inch hatch opening and four (4) 54-inch by 43-inch gravity gates, 286,000 GRL	AOKX 78000 through AOKX 78149, inclusive

CERTIFICATION

I, Edward M Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated 8-31-11

Edward M Luria
Edward M Luria